

North Canton City Council
Ordinance, Rules and Claims Committee

Ordinance No. 77 - 2014

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract by and between the City of North Canton and the Stark County Public Defender's Office for the purpose of providing legal counsel to indigent North Canton persons in Canton Municipal Court for a period of one year commencing January 1, 2015 and ending December 31, 2015.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

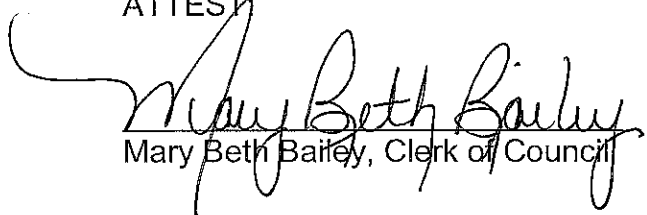
- Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract by and between the City of North Canton and the Stark County Public Defender's Office for the purpose of providing legal counsel to indigent North Canton persons in Canton Municipal Court.
- Section 2. That the contract by and between the City of North Canton and the Stark County Public Defender's Office shall be effective for a period of one year commencing January 1, 2015 and ending December 31, 2015.
- Section 3. That the Director of Finance of the City of North Canton, Ohio, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the applicable appropriation upon receipt of vouchers duly approved by the proper departmental authority.
- Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this 10th day of November 2014.


David Held, Mayor

Signed: 11/10, 2014

ATTEST


Mary Beth Bailey, Clerk of Council

MEMORANDUM OF AGREEMENT

It is agreed among the City of North Canton, the Stark County Public Defender Commission and the Ohio Public Defender Commission that Section 3 of the Contract for Municipal Ordinance Representation, dated December 9, 2013, shall be exercised to renew the Contract for an additional one year period commencing January 1, 2015 and terminating December 31, 2015.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 201____,

WITNESSES:

STARK COUNTY PUBLIC
DEFENDER COMMISSION

BY: _____

CITY OF NORTH CANTON, OHIO

BY: _____

OHIO PUBLIC DEFENDER
COMMISSION

BY: _____

APPROVED AS TO FORM:

CITY OF NORTH CANTON

CONTRACT FOR MUNICIPAL ORDINANCE REPRESENTATION

This Agreement is entered into by the Stark County Public Defender Commission, hereinafter the **COMMISSION**, and the City of North Canton, Ohio, hereinafter the **CITY**.

WHEREAS, the **CITY** recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offenses in Municipal Court; and

WHEREAS, the **CITY** in furtherance of the execution of its legal responsibilities desires that the legal services of the Public Defender Office be delivered to the **CITY'S** indigent citizens and others so situated;

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. Scope of Work

The **COMMISSION** shall in a satisfactory and proper manner under the terms and conditions contained herein, perform the services set out in the "Work Plan" explained in Item 9, herein.

2. Compensation

The **CITY** shall pay to the Commission a fee of **\$200** per City of North Canton Ordinance case assigned to the Stark County Public Defender Office.

Payments shall be made in the following manner:

The **COMMISSION** will bill the **CITY** four (4) times per year (March 31, June 30, September 30, December 31) for the amount of City of North Canton Ordinance cases assigned to the Public Defender Office during that quarter. Payments shall be made by the **CITY** to the **COMMISSION** within thirty (30) days of the date of the invoice, then interest shall accrue at the rate of ten per cent (10%) (per annum). The interest shall accrue beginning with the first day after the thirty (30) day period and continue to be calculated on any unpaid balance until full payment is received. The formula for computation of any interest shall be the same as that in the 1990-1991 contract and is incorporated herein by reference.

This amount whether by contractual amount or fee schedule does not exceed the fee schedule in effect and adopted by the Stark County Commissioners.

3. Term of Service

The duration of this contract shall be for the period commencing January 1, 2014 and shall terminate December 31, 2014 with an option to renew this contract for a period of one (1) year, commencing January 1, 2015 and terminating December 31, 2015.

4. The **COMMISSION** shall not assign all or any part of this Agreement without the prior written consent of the **CITY**, which consent shall not be unreasonably withheld.

5. If either party shall fail to fulfill in reasonable, timely, and proper manner, its obligations under this Agreement, or if either party should substantially violate any of the covenants, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the party violating this Agreement of such termination and specifying an effective date thereof at least sixty (60) days before the effective date of said termination. However, notwithstanding the above clause, the **COMMISSION** shall have the separate and additional right to discontinue the service provided by the Public Defender Office under this contract, without notice, if payment of a quarterly invoice is not received within thirty (30) days of invoice. The decision to suspend or continue service under the contract upon non-payment of an invoice within thirty (30) days is discretionary with the **COMMISSION**. The suspension or continuation of service by the **COMMISSION** shall have no effect upon the payment of an invoice or the calculation of interest as set forth elsewhere in this contract. In the absence of a written notification of intent to continue service from the **COMMISSION** to the **CITY**, the **CITY** shall presume that service will be discontinued upon the first day after the expiration of the thirty (30) day grace period, if payment has not been received. If service is suspended, it shall be provided again when payment plus interest is received.

6. All amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex, or national origin. This provision shall apply to, but not be limited to, employment, promotion or transfer, recruitment or recruitment advertising, lay-offs or termination, raises of pay or other forms of compensations, and selection of training. The **COMMISSION** shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. The **COMMISSION** covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No resident commissioner shall share in any part of this contract or any benefits to arise herefrom.

9. Work Plan

The **COMMISSION** shall provide for the **CITY** attorneys of the Stark County Public Defender Office to be available in the Canton Municipal Court to represent indigents charged under the **CITY** Ordinances for the City of North Canton, thus allowing the **City of North Canton** continuing representation in conformance with Chapter 120 of the Ohio Revised Code. It is understood by both

parties that the representation presently provided to indigents charged under the Ohio Revised Code will be continued by the Stark County Public Defender Office and is in no way affected by this Agreement.

10. Determination of Indigency

The Standards of Indigency and other rules and standards as established by the Ohio Public Defender Commission and the State Public Defender shall be used in determining an individual's indigent status and the appointment of the services of the Public Defender shall be in conformity with those standards.

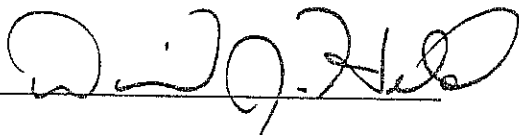
11. Upon a thirty (30) day written notice either party may re-negotiate the contract or accompanying "Work Plan" quarterly for good cause.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

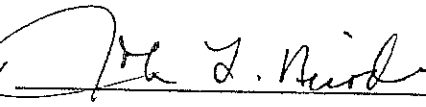
CITY OF NORTH CANTON, OHIO

STARK COUNTY PUBLIC DEFENDER COMMISSION

BY



BY



TITLE

Mayor

TITLE

Chairman

WITNESS

Justin A. Howard

WITNESS

Debra Kay Christman

DATE

Dec. 13, 2013

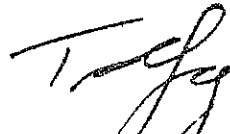
DATE

1-9-14

APPROVE AS TO FORM:

OHIO PUBLIC DEFENDER COMMISSION

BY



TITLE

Ohio Public Defender

WITNESS

DATE

1-22-14